



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ROGERIO PEREZ,

Plaintiff,

- against -

ESTAT OF ERROL M. RUDMAN, et al.

Defendants.  
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22-CV-2476 (RWL)

**ORDER  
APPROVING SETTLEMENT  
AND DISMISSING CASE**

**ROBERT W. LEHRBURGER, United States Magistrate Judge.**

This case is an action for damages under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA") and the New York Labor Law. Before the Court is the parties' joint letter request that the Court approve their settlement agreement, a fully executed copy of which was submitted on July 25, 2022 at Dkt. 21. A federal court is obligated to determine whether settlement of an FLSA case under the court's consideration is fair and reasonable and the subject of an arm's length negotiation, not an employer's overreaching. *See Cheeks v. Freeport Pancake House*, 796 F.3d 199 (2d Cir. 2015).

The parties agreed to settlement through mutual acceptance of a neutral mediator's recommendation. The Court has carefully reviewed the parties' letter as well as the Settlement Agreement. The Court has taken into account, without limitation, prior proceedings in this action; the attendant risks, burdens, and costs associated with continuing the action; the range of possible recovery; whether the Settlement Agreement is the product of arm's length bargaining between experienced counsel or parties; the amount of attorney's fees; and the possibility of fraud or collusion. Among other attributes of the Settlement Agreement, there are no confidentiality or non-disparagement

restrictions, and the attorneys' fees are within a fair, reasonable, and acceptable range. Although Plaintiff provides a general release, it is well-supported by the amount of settlement and the mediator's recommendation. Considering all the circumstances, the Court finds that the Settlement Agreement is fair and reasonable and hereby approved.

This case, having resolved by settlement, is hereby dismissed and discontinued in its entirety, with prejudice, without costs or fees to any party, except as provided for in the parties' settlement agreement. The Clerk of Court is respectfully requested to terminate all motions and deadlines, and close this case.

SO ORDERED.

A handwritten signature in black ink, appearing to read 'R. Lehrburger', is written over a light gray rectangular background.

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ROBERT W. LEHRBURGER  
UNITED STATES MAGISTRATE JUDGE

Dated: July 26, 2022  
New York, New York

Copies transmitted to all counsel of record.